In re:	×
Delphi Automotive Systems, LLC, et al.	: Chapter 11 : Jointly Administered Under Case No. 05-44481
Debtor	: Amount \$1,544.70, Claim # 4698
	•
NOTICE: TRANSFER OF CL	AIM PURSUANT TO FRBP RULE 3001(e) (2)
To: (Transferor)	
Action Filtration Inc	
Les Benesh 221 Raymond Street	
Hope, IN 47246	
The transfer of your claim as shown above, in the amore court order) to:	unt of \$1,544.70, has been transferred (unless previously expunged by
Fair Harbor Capital, LLC	
875 Avenue of the America	s, Suite 2305
New York, NY 10001	
No action is required if you do not object to the transfe OF YOUR CLAIM, WITHIN 20 DAYS OF THE D	r of your claim. However, IF YOU OBJECT TO THE TRANSFER ATE OF THIS NOTICE, YOU MUST:
FILE A WRITTEN OBJECTION TO THE	TRANSFED WITH
Special Deputy Clerk	1100/pii (3K 11111).
United States Bankruptcy Court	
Southern District of New York Alexander Hamilton Custom House	
One Bowling Green	
New York, New York 10004-1408	
SEND A COPY OF YOUR OBJECTION T Refer to INTERNAL CONTROL No.   i	O THE TRANSFEREE. n your objection.
If you file an objection a hearing will be scheduled. IF TRANSFEREE WILL BE SUBSTITUTED ON OUI	YOUR OBJECTION IS NOT TIMELY FILED, THE R RECORDS AS THE CLAIMANT.
	Intake Clerk
FOR CLERKS OFFICE USE ONLY:	class mail, postage prepaid on, 200
NTERNAL CONTROL No.	
Claims Agent Noticed: (Name of Outside Agent)	
Copy to Transferee:	
	Deputy Clerk

Action Filtration Inc., having a mailing address at 221 Raymond Street., . Hope, IN, 47246 ("Assigner"), in consideration of the sum of (the "Purchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignee"), having an address at 875 Avenue of the Americas, Suite 2305, New York, NY 10001, all of Assignor's right, title and interest in and to the older or claims of Assignor, on more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Deblor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Booltrupicy Court, Southern District of New York (the "Court"), Case No. 65-44640, et al. (Jointly Administered Under Case No. 05-44481), in the currently outstanding amount of not less than \$1,544.70, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, care payments that it may be entitled to receive on account of the assumption of any executory contract or lesse related to the Claim and fiers, if any, which may be paid with respect to the Claim and other claims, oraces of action against the Debtor, its affiliates, any guaranteer or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all each, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconstitional assignment of the Claim for the purpose of cottection and shall not be deemed to create a security interest.

Assignor represents and warrants that (Please Check One);

 A Proof of Claim has not been filed in the proceedings. Assigned shall not be responsible for filing any Proof of Claim on your behalf;

A Proof of Claim in the amount of \$15.44. This been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assigned shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court

Assigner further represents and warrants that the amount of the Claim is not less than \$1,544.70 that the Claim is that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of Habilities and any amendments thereto ("Schedule") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been addy authorized, executed and delivered by Assignor and Assignor has the requisite power and antibority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and bluding agreement of Assignor, enforceable against Assignor in accordance with its terms; on payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignee receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unscented creditors; the Claim is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or hy any third party claiming flurnigh Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has the to the Claim free of any and all liens, security interests or encombrances of any kind or nature wholesoner, and that there are no offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim to any other party or has received or shall receive on behalf of Assigner, payment in full or partial satisfaction of, or in connection with the Claim, and Assigner does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assigner shall immediately reimborse to Assigner all amounts part by Assigner to Assignor, plus an amount equal to an additional thirty-live percent (33%) of the Claim amount as fluidated damages suffered by Assigner on account of such other assignment or sale to the other party. Assigner further agrees to pay all costs and attorney fees incurred by Assigner to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount eltimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor reparding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assignor represents that it has adequate information emberming the business and financial condution of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without retimes on Assignee, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disablowed, subordinated, objected to or otherwise impaired for any remain whatsoever in whole or in part, in If the Claim is first listed on the Schedule, or listed on the Schedule as unfiquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of this Assignment through the date such repayment is made. Assignment further agrees to reimburse Assignee for all costs, and expenses, including reasonable legal loss and costs, incurred by assignee as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assigner is hereby deemed to soil to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignee shall remit such payment to Assigner upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stond, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim berein assigned. Assignor grants onto Assignor full authority to do all things necessary to enforce the claim and its rights there under passing to this Assignment of Claim. Assignor agrees that the powers granted by this passgraph are discretionary in nature and that Assigner may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings, Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to affect the assignment of the Claim and any payments or distributions no account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bankruptey case is dismissed or converted to a case under Chapter 7 of the Bankruptey Code and Assignee has paid for the Claim, Assigner shall immediately receil to Assignee all monies paid by Assignee in regard to the Claim and ownership of the Claim shall revert back to Assigner.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or my third party with respect to the Claim and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time expussit. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of easi, securities, instrument or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assigner will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any andorsements or documents accessary to transfer such property to Assignee.

If Assignor fidis to regardate the distribution check issued to Assignor on or hefore amety (90) days after issuance of such check, then Assignor shall void the distribution check, the amount of cash attributable to such check shall be deposited in Assigner's bank account, and Assignor shall be automatically deemed to have waived its Claim. Unless Assignor is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a proof of Claim has been filed, in which case the address on the Proof of Claim shall be for such.

The terms of this Assignment of Claim shall be binding upon, and shall inore to the benefit of and be enforceable by Assignment and their respective successors and assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignment of Assignment of Claim. All representation and warranties made berein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal Jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

### CONSENT AND WAIVER

Upon Assignor's delivery to Assignce of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignce to file a notice of transfer pursuant to Rule 3001 (c) of the Federal Rules of Bankroptcy Procedure ("FRBP"), with respect to the Claim, while Assignce performs its due diligence on the Claim. Assignce, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (c) of the FRBP if, in Assigner's sole and absolute discretion, Assignee determines that due tilligence is not satisfactory. In the event Assignee transfers the Claim back to Assignor or withdraws the transfer, at such time both Assignor and Assignee release each offer of all and any, obligation or tilbuity regarding this Assignment of Claim. Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives (i) its right to raise any objection herero, and (ii) its right to receive notice parsuant to Rule 3001 (c) of the PRBP.

Action Filtration Inc.

(Signature)

Print Name/11ttle

Telephone

Fredric Class - Fair Harbor Capital, LLC

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC Amended & Restated

05-44481-rdd Doc 6334 Filed 12/29/06 Entered 12/29/06 11:24:54 Main Document

United States Bangarager Court Southern	20 4 01 30	
Name of Detror	DISTRICT OF New York	PROOF OF CLAIM
Delphi Autorigina	Care Number 05-44640	The Dubtor has listed your claim
NOTE: This form should be the transfer of the case. A "request" from with all an administrative expense may be the case of Condenses.	OG INION GURROOM TA 11 FT 0 🗥 C 2865	
Name of Creditor (The person paradier entity to whom the debtor ow money or property):	Check box if you are aware that	of \$1,544.70. If you agree with this characterization and
Action Elitration fue Name and address where notices abould be sent: Action Filtration Inc 221 Raymond St Hope IN 47246	anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  Cleak box if you have never	attount, you do not need to complete and return this form. If you disagree, please complete and return this form accordingly.
Telophone number	rendved any notices from the bankruptcy court in this case,  Check box if the address differs from the address on the envelope	Matter Code: 10395969
	stal to you by the court.	THE SEASE IN FOR COUNT USE ONLY
Account or other number by which creditor identifies debtor:	Check here replaces if this claim a previously i	Hed olaim, dated:
1. Basis for Ctaim		
DA Goods Sald / Services Performed  Customer Claim  Taxes  Money Leaned  Personal Injury  Other	□ Retireo benefits as defined in 11 U.S □ Wages, salaries, and compensation (function digits of SS #: □ Unpaid compensation for services perform	fill out below)
2. Date debt was incurred:		into)
9-23-05	<ol><li>If court judgment, date obtained:</li></ol>	
4. Total Amount of Claim at Time Case Filed: \$ \( \) \	(accured) (micrity)   plete Item 5 or 7 below,   (micrity)   to the principal amount of the claim. Attach to the principal amount of the claim. Attach	of priority claim  of priority claim  of priority claim  of the period of the extension of
Chock this box if: a) there is no collectual or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your clean is untilled to priority.	<ul> <li>Instance or personner reveal to governme</li> <li>Other - Specify applicable paragraph</li> <li>Amount or subject to edjustment on 41147</li> <li>respect to cours communicated on or ofter the 180-sky limits apply to cores filed on or again.</li> </ul>	of HUS.C. § 507(a)().  and every 3 years thereafter with
<ol><li>Credits: The amount of all payments on this claim has been exalited and this proof of claim.</li></ol>	deducted fire the coverage of molding	
9. Supporting Documents: Attach capter of supporting documents, an orders, involves, itemized statements of naming accounts, contrants, continuing agreements, and evidence of perfeccion of lien. DO NOT SIND ORIGINAL I not available, explain. If the documents are voluminess, attach a supposely.  10. Date-Stamped Copy: To receive an acknowledgment of the filing of addressed envelope and copy of this proof of claim.  Sign and print the name and title, if any, of the credition this claim falters capt of power of storney, if any):	ch as promiseary notes, purchase gments, mortgages, security DOCUMENTS. If the documents are your claim, enclose a stamped, and 6.  Tor other person authorized to file	n Stadie is for Court Une Only
Panalty for prosperite Foundation claims Fire of up to \$500,000 or imprisonme	mt for up to 5 years or bolin, 18 U.S.C. 96	152 and 357). [[[]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]

United States Bankruptcy Court Southern District of New York	
In †e;	X
Delphi Automotive Systems, LLC, et al.	: Chapter II : Jointly Administered Under Case No. 05-44481
Debtor	: Amount \$1,544.70, Claim # 4697
	X
NOTICE: TRANSFER OF CLA	AIM PURSUANT TO FRBP RULE 3001(c) (2)
To: (Transferor)	
Action Filtration Inc	
Les Benesh 221 Raymond Street	
Hope, IN 47246	
The transfer of your claim as shown above, in the amou court order) to:	nt of \$1,544.70, has been transferred (unless previously expunged by
Fair Harbor Capital, LLC	
875 Avenue of the Americas New York, NY 10001	, Suite 2305
OF YOUR CLAIM, WITHIN 20 DAYS OF THE DA  FILE A WRITTEN OBJECTION TO THE Special Deputy Clerk United States Bankruptcy Court Southern District of New York Alexander Hamilton Custom House One Bowling Green New York, New York 10004-1408	TRANSFER WITH:
SEND A COPY OF YOUR OBJECTION TO Refer to INTERNAL CONTROL Noin	O THE TRANSFEREE, 1 your objection.
If you file an objection a hearing will be scheduled. IF TRANSFEREE WILL BE SUBSTITUTED ON OUR	YOUR OBJECTION IS NOT TIMELY FILED, THE R RECORDS AS THE CLAIMANT.
	Intake Clerk
FOR CLERKS OFFICE USE ONLY:	class mail, postage prepaid on, 200
INTERNAL CONTROL No	
Claims Agent Noticed: (Name of Outside Agent) Copy to Transferee:	
Deputy Clerk	<del></del>

# <u>ASSIGNMENT OF CLAIM</u>

Action Filtration Inc., having a mailing address at 221 Raymond Street., Hope, IN, 47246 ("Assignor"), in consideration of the sum of the "Purchase Prine"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignee"), having an address at 875 Avenue of the Americas, Suite 2303, New York, MY 10001, all of Assignor's right, title and interest in and to the claim of Assignor, to more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Deblor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptey Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administered Uniter Case No. 05-44461), in the currently automating amount of not less than \$2,544.76, and all rights and honefits of Assignor relating to the Cinim. including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, ponelties, cure payments that it may be entitled to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, causes of notion against the Debtor, its attitudes, any guaranton or other third party, together with voting and other rights and beautits arising from, under or relating to any of the foregoing, and all cash, scentifies, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assigner by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Chain for the purpose of collection and shall not be deemed to create a Assignor represents and warrants that (Please Check, One);

A Proof of Claim has not been filed in the proceedings. Assignce shall not be responsible for filing any Proof



A Proof of Claim in the amount of \$1574. has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is anached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above. Assignce shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of

Assignor further represents and warrants that the amount of the Claim is not less than \$1,544.70 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Delpor on its schedule of liabilities and any amendments (hereto ("Schedule") as such; the Claim is a walled, enforceable claim against the Debtor; no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignee receiving in respect of the Claim proportionately less payments of distributions or less favorable treatment than other mesecured graditors; the Claim is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Cinim, that Assignor has not previously assigned, sold or pledged the Cinim to any third party, in whole or in part, that Assignor owns and has title to the Claim free of any and all liens, security interests or engumbrances of any kind or nature whatspever, and that there are no offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does usely or soll the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or its connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assignor shall immediately reimburse to Assigner all amounts paid by Assigner to Assigner, plus an amount equal to an additionalthirty-five percent (35%) of the Claim amount as figuldated duringes suffered by Assistace on account of such other assignment or sale to the other party. Assignor further agrees to pay all costs and attorney flees incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such among may not be absolutely determined until early of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Debter (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignes, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and doubtion to enter into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is distillowed, subordinated, objected to or otherwise impaired for any reuson whatsoever in whole or in part, or if the Claim is not fisted on the Schedule, or itsled on the Schedule as unfiquidated, contingent or disputed, or listed on the Schedule in a leaser amount than the Claim Amount together with interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of this Assignment through the date such repayment is made. Assignor further agrees to reimburse Assigned for all costs, and expenses, including reasonable legal fees and costs, incurred by assigned as a tradition of such disallowings. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assignor is hereby deemed to sel to Assignee, and, as Assignee's option only. Assignee hereby agrees to purchase, the balance of antil Claim at the same parcentage of staim paid hereis not to exceed twice the Claim amount specified above. Assignce shall remit such payment to Assignor upon Assignee's satisfaction that the Chaim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrevocably appoints Assignce as its true and inwful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assigner grants and Assigned full authority to do all things accessary to enforce the claim and its rights there under pursuant to this Assignment of Claim, Assignut agrees that the powers aranted by this paragraph are discretionary in patters and that Assignee may exercise or decline to exercise such powers at Assignce's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim respondings. Assumed agrees to take such recine, which, is no own expense, as may be necessary or meanable to crack the assuments of the Claim to Assigned Including, without limitation, the execution of appropriate transfer powers,

Assignor acknowledges that, in the event that the Debter's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Gode and Assigned has paid for the Claim, Assignor shall immediately remit to Assignee all monies paid by Assigned in regard to the Claim and

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vole the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assigner further agrees that any distribution received by Assignor on account of the Claim, whether in the form of each, securities, instrument or any other property. shall constitute property of Assignce to which Assignce has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignce any such property in the same form received, together with any

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The terms of this Assignment of Claim shall be binding upon, and shall fourc to the benefit of and be enforceable by Assignet, Assignee and their

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This Assignment of Claim shall be governed by and construct in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court idented in the State of New York, and Assignor consents to and confers personal jurisdiction over Assigner by such court of courts and agrees that service of process may be upon Assigner by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereimiter Assignor waives the right to demand a trial by CONSENT AND WAIVER

Upon Assignor's delivery to Assignce of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Ausignoe to file a notice of transfer persuant to Rule 3001 (c) of the Faderal Rules of Bankrupley Procedure ("FRBP"), with respect to the Claim, white Assignee performs its due diligonee on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (c) of the FRBP if, in Assignee's sole and absolute discretion, Assignee determines that due diligence is not satisfactory. In the event Assignee transfers the Claim back to Assignor or withdraws the transfer, at such time both Assigner and Assignee release each other of all and any obligation or limitity regarding this Assignment of Claim. Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby walves (i) its right to ruise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (c) of the FRRP.

Fredric Glass - Fair Herbor Capital, U.C.

I FICHMONE

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC — Amended & Restated

<del>05-44481-rdd Po</del>c 6334 Filed 12/29/06 Entered 12/29/06 11:24:54 Main Document UNITED STATES BANKEPPECY COURT Southern DISTRICT OF \_New York Name of Delifor PROOF OF CLAIM Delplit Automorphis Cano Number NOTE: This from should be comed to make a claim for an administrative expense arising after the commencement of the come. A "tempest" figure meet of an administrative expense may be filled pursuant to 11 U.S.C. § 503. The Delitor has listed your claim on Schedule F as a General Name of Creditor (The passbig arather entity to whom the debtor owes Unsecured claim in the amount money or property): of \$1,544.70. If you agree with Clicck box if you are aware that Action Filtention Inc. this characterization and Name and address where notices about the sent: enyone else has filed a proof of amount, you do not need to claim relating to your claim. Attach complete and return this form. copy of statement giving Action Filtration Inc. 221 Raymond St lf you disagree, please complete particulars. Hope IN 47246 Check box if you have never and ceturn this form received amy notices from the accordingly. bankruptcy court in this case. Marrer Corte: 10395969 Check how if the address differs Telephone mimber: from the address on the envelope Account or other number by which creditor identifies debtor: sent to you by the court. Clicck bere Elicaplaces THE STATE IS FOR COURT USE ONLY if this claim a previously filed daim, dated: Basis for Claim 🗀 <u>amends</u> Ľ# Goods Sold / Services Performed Customer Claim Referee benefits as defined in 11 U.S.C. § 1(14( $\mathfrak a$ ) Toxas Wages, salaries, and compensation (fill out below) Q Money Loaned Last four digits of SS #; Personal Injury Unpaid compensation for services performed Other 2. Date debt was incurred: (date) 3. If court judgment, date obtained: Thin Amount of Claim at Time Case Filed: \$ . 544.70 If all (a part of your claim is secured or entitled to priority, also complete item 5 or 7 below. Check this tox if claim includes interest or other charges in addition to the principal amount of the claim. Attack itemized statement of all 544.70 5. Secured Claim. Check this has if your claim is secured by colleteral (including a Unterstred Priority Claim. Check this box if you have an unaccured priority claim Brief Description of Colleteral: Amount entitled to priority \$ 🗆 Real Estate Specify the priority of the cloim: ☐ Moint Vehicle C) Other, Where, infinites, or commissions (up to \$10,000), and within 180 days before filing of the benkriptey position or constitute of the debtor's husiness, whichever is enther - If U.S.C. § 507(a)(3). Volue of Collatemi: \$ ☐ Contributions to an employee banefit plan - 11 U.S.C. \$ 507(a)(4) Amount of arthurage and other charges at time one filled included in Up to \$2,225° of deposits toward purchase, leave, or mutal of property or services for personal family, or household use 11 U.S.C. soonand claim, if any: 5\_ rw y Umgenred Nonpriority Claim s\_ Alimony, maintenance, or appoint owed to a apoller, former aponts, or child - 11 U.S.C. § 507(a)(7). Li Check this low if, a) there is no collateral or lies securing your claim exceeds the value of the property ascerting it, or if a) none or only part of your claim is cultiled to priority. някы ат резенцея омен то доментивных ваниять О.Б.С. 8 поледо). Other - Specify applicable puragraph of (1 U.S.C. § 507(a)( Amounts are subject to adjustment on 42/07 and every I years thereafter with respect to come commenced on or other the date of adjustment. FIG.000 and 8. Credits: The amount of all payments on this older has been credited and deducted for the garpose of making 180-day limits eggly to cases filed on or other 47005, Pub. L. 109-8. Tum Swag is for Court Use Osly 9. Supporting Documents: Attach copies of supporting documents, such as promiseory notes, pucchase orders, involves, immized statements of running accounts, contracts, court judgments, medgages, accordiy agreements, and evidence of perfection of then. DO NOT SEND ORIGINAL DOCUMENTS, If the documents are not available, explain. If the dominants are voluminous, situch a summary. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, selfaddressed envelope and copy of this proof of alum Sign and print the name and title, if any, of the creditor or other person authorized to site this claim (attach copy of power of situmey, if any): FP15 halant claim. Tipe of up to \$300,000 or imprisonment for up or balk 0544640060207175242000664

In re:	
Delphi Automotive Systems, LLC, et al.	: Chapter 11 : Jointly Administered Under Case No. 05-44481
Debtor	: Amount \$1,544.70, Claim # 2585
Х	
NOTICE: TRANSFER OF CLA	IM PURSUANT TO FRBP RULE 3001(c) (2)
To: (Transferor)	
Action Filtration Inc	
Les Benesh	
221 Raymond Street Hope, IN 47246	·
The transfer of your claim as shown above, in the amount order) to:	at of \$1,544.70, has been transferred (unless previously expunged by
Fair Harbor Capital, LLC	
875 Avenue of the Americas,	Suite 2305
New York, NY 10001	
No action is required if you do not object to the transfer of YOUR CLAIM, WITHIN 26 DAYS OF THE DAY	of your claim. However, IF YOU OBJECT TO THE TRANSFER TE OF THIS NOTICE, YOU MUST:
FILE A WRITTEN OBJECTION TO THE 1	FRANSFER WITH
Special Deputy Clerk	15/11/12/ 24/ 7/11/1
United States Bankruptey Court	
Southern District of New York Alexander Hamilton Custom House	
One Bowling Green	
New York, New York 10004-1408	
SEND A COPY OF YOUR OBJECTION TO Refer to INTERNAL CONTROL No in	THE TRANSFEREE. your objection.
If you file an objection a hearing will be scheduled.  IF Y TRANSFEREE WILL BE SUBSTITUTED ON OUR	OUR OBJECTION IS NOT TIMELY FILED, THE RECORDS AS THE CLAIMANT.
	Intake Clerk
FOR CLERKS OFFICE USE ONLY:	lass mail, postage prepaid on, 200
INTERNAL CONTROL No.	
Claims Agent Noticed: (Name of Outside Agent) Copy to Transferee:	
Deputy Clerk	·

Action Filtration Inc, having a mailing address at 221 Raymand Street..., Hope, IN, 47246 ("Assignor"), in consideration of the sum of (the "Purchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignee"), having an address at 875 Avenue of the Americas, Sufre 2305, New York, NY 10001, all of Assignor's right, title and interest in and to the claim or claims of Assignor, as more apecifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptey Court, Southern District of New York (the "Court"), Case No. 65-44640, et al. (Jointly Administered Under Including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, care payments that it with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party, logether with voting and or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be decared an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Assignor represents and warrants that (Please Check One):

A Proof of Claim has not been filed in the proceedings. Assignee shall not be responsible for filing any troof
of Claim on your behalf.

A Proof of Claim in the amount of \$\sum\_{100}^{150} \cdot \cdot \text{lias}\$ been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above. Assigned shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that the amount of the Claim is not less than \$1,544.70 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any amendments thereto ("Schedule") as sitch; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and blinding agreement of Assignor, enforceable against Assignor in accordance with its terms; on payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignor acceiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured architecture; the Claim is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has title to the Claim free of any and all liens, security interests or encombrances of any kind or nature whatever, and that there are no offsets or delenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assignor shall immediately reimborse to Assignee all amounts paid by Assignee to Assignor, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as liquidated duringes suffered by Assignee on account of such other assignment or sale to the other party. Assignor further agrees to pay all costs and attermey fees incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchaso Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoover to Assignor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the safe of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own attalysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional restlitation and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reman whatsoever in whole or in part, or if the Claim is not fisted on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of this Assignment through the date such repayment is made. Assignor further agrees to reimburse Assignee for all easis, and expenses, including reasonable tegal ites and costs, incurred by assignee as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein. Assignor is hereby deemed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the inlance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignee shall remit such payment to Assigner upon Assignee's satisfaction that the Claim-has been showed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may horaulter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further notion, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assigned has paid for the Claim, Assignor shall immediately remit to Assignee all montes paid by Assignee in regard to the Claim and ownership of the Claim shall revert back to Assignor.

Assignor agrees to forward to Assignee all notices received from Dehtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of each, securities, instrument or any other property. shall constitute property of Assignee to which Assignee has an absolute fight, and that Assigner will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any and resements of documents recessing to transfer such property to Assignee.

If Assignor falls to negative the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assignee shall void the distribution check, the amount of each attributable to such check shall be deposited in Assignee's bank account, and Assignor shall be automatically deemed to have waived its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been flied, in which case the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be enforceable by Assignor, Assignoe and their respective successors and assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim, All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken legether shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State of Pederal court located in the State of New York, and Assignor consents to and confers personal Jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor walves the right to demand a trial by јшту,

## CONSENT AND WAIVER

Upon Assignor's delivery to Assignce of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignce to file a notice of transfer pursuant to Rule 3001 (c) of the Pedami Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, while Assignee performs its due diligonce on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (c) of the FRISP If, in Assignee's sole and absolute discretion, Assignee determines that due difference is not satisfactory. In the event Assignee transfers the Claim back to Assignor or withdraws the transfer, at such time both Assigner and Assignee release each other of all and any obligation or ilability regarding this Assignment of Claim. Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby walves (i) its right to mise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (e) of the FRBP.

I elephone

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hand this 31 day of october, 2006.

Action Filtration Inc.

By:

Fredric Glass - Fair Harbor Capital, LLC

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC Autombed & Restated

05-44481-rdd Doc 6334 Filed 12/29/06 Entered 12/29/06 11:24:54 Main Document
Pg 12 of 30

United States Banksupter Court Southern	Pt 12 01 30	
Name of Debtor	DISTRICT OFNew_Vork	PROOF OF CLAIM
Delphi Automotion is	05-44640	The Debter has listed your claim
NOTE: This form should not the to make a cloim for an administrative expense may	table expense arising after the estatmentement	on Schedule F as a General Unsecured claim in the amount
Name of Creditor (The passing or other entity to whom the debter on money or property):		of \$1,544.70. If you agree with
Action Filtration Inc.	Officer box if you are sware that	this characterization and amount, you do not need to
Name and address where notices should be sent:	claim relating to your claim. Attach copy of statement giving	complete and return this form. If you disagree, please complete
Action Filtration Inc 221 Raymond St	porticulars.	and return this form
Hope IN 47246	Check box if you have never received any notices from the	accordingly. Mestor Certe: 10395969
Į.	bankruptcy court in this case.  Check box if the address differs	#
Telephone number:	from the address on the envelope sent to you by the court.	
Account or other number by which creditor identifies debtor:	Check here proplaces	THE SPACE IS FOR COURT USE ONLY
	The property of the property o	Med claim, dated:
1. Basis for Claim  Di Goods Sold / Services D. F.	nmends	
Customer Claim	Retires benefits as defined in 11 U.S	C. 6 11146A
☐ Têxes ☐ Money Loaned	Wages, salaries, and compensation ( Last four digits of SS #:	fill out below)
Personal Injury	Unpaid compansation for services p	erformed.
Other	fromtoto	1.6.
2. Date debt was incurred:	3. If court judgment, date obtained:	date)
9-23-05 4. Total Amount of Claim at Time Constitute 0 15-000		.
The state of Circuit at Time Case Then; \$ _15 40;	<u> </u>	544.70
If all or part of your claim is secured or entitled to priority, also con  Check this box if claim includes interest or other charges in addition interest or additional charges.	colete the description (priority	(Total)
5. Secured Claim.	7. Unsecured Priority Claim,	
<ul> <li>Check this box if your olden is secured by collateral (including a right of satoff).</li> </ul>	☐ Check this box if you have an unsecur	ed priority alaim
Brief Description of Colletent;	Amount entitled to priority 3  Specify the priority of the claim:	<del></del>
☐ Real Estate ☐ Motor Vehicle	Wages, salaries, or commissions (n days before filing of the bankrupte	p to \$10,000),* camed within 180
Value of Collateral: 9	ocowa a manich, muchove ia esti	ior - 11 U.S.CJ 6 507/አነ/ረነኒ 💢 🛊
Amount of single-bosons Asker askers	☐ Contributions to an employee bens ☐ Up to \$2,225* of deposits toward;	Withhige, leage, or model of
Amount of arcarego and other charges at time case filed included in second claim, if my: \$	6 507(a)(6).	mily, or household use - 11 U.S.C.
wy, Unaggured Nonpriority Claim s 1544.70	Alimony, maintenance, or support of child 11 U.S.C. § 507(a)(7).	wed to a sponse, formor sponse,
+a*	☐ takes of figuration name to Royem	
Check this box if: a) there is no colletonal or lien securing your claim, or b) your sloim exceeds the value of the property securing it, or if a) none or only need of your slow that the property securing it, or	Unet - Specity applicable paragraph	h of 11 U.S.C. 8 507/6\/( ).
if a) none of only part of your elains is satisfied to priority.	Amounts are making to adjustment on 4/1/07 respect to cases commenced on or offer to	is date of adjustment \$10,000 and
Credits: The amount of all payments on this claim has been credited an	180-day limits apply to cases filed on or a	fter 4/20/05, Pub. L 109-8.
Press of electity	131 The desired of the purpose of molding	in Stage in for Court Use Only
. Supporting Documents: Attach copies of supporting documents, at	uch as promiseory notes, purchase	
orders, involves, itemized statements of running accounts, contracts, court ju agreements, and evidence of perfection of Hen. DO NOT SEND ORIGINAL	DOCUMENTS, If the decoments are	ł
not available, explain. If the documents are voluminous, attach a summary.		ļ
<ol> <li>Date-Stamped Copy: To receive an acknowledgment of the filing of addressed envelope and copy of this proof of dalm</li> </ol>	your cleim, enclose a stamped, self-	ĺ
ate Sign and print the name and little, if may, of the credit	or or other person authorized to tile	1
// of attorney, if any);		1
Panally for presented froudulated claims. Pine of up to \$500,000 or imprisona	nent for up to 5 years, or both. 18 U.C. 88	152 and 3571
034464906026	07175242000664	18 11 <b>0 110 110 1110 1111</b> 11 11 11 11 <b>11 11 11 11 11</b>

United States Bankruptcy Court Southern District of New York	
In re:	<b>K</b> .
Delphi Automotive Systems, LLC, et al.	: Chapter II : Jointly Administered Under Case No. 05-44481
Debtor	: Amount \$3,024.00, Claim # 1200
NOTICE: TRANSFER OF CLA	MM PURSUANT TO FRBP RULE 3001(c) (2)
To: (Transferor)	·
Bama Urgent Medicine Inc.	
Stephen Roberts 1771 Skyland Blyd E	
Tuscaloosa, AL 35405	
The transfer of your claim as shown above, in the amount order) to:	nt of \$3,024.00, has been transferred (unless previously expunged by
Fair Harbor Capital, LLC	
875 Avenue of the Americas, New York, NY 10001	Suite 2305
FILE A WRITTEN OBJECTION TO THE 'Special Deputy Clerk United States Bankruptcy Court Southern District of New York Alexander Hamilton Custom House One Bowling Green New York, New York 10004-1408	TRANSPER WITH:
SEND A COPY OF YOUR OBJECTION TO Refer to INTERNAL CONTROL No	OTHE TRANSFERGE, your objection.
If you file an objection a hearing will be scheduled. IF I TRANSFEREE WILL BE SUBSTITUTED ON OUR	OUR OBJECTION IS NOT TIMELY FILED, THE RECORDS AS THE CLAIMANT.
	Intake Clerk
FOR CLERKS OFFICE USE ONLY:	lass mail, postage prepaid on,, 200
INTERNAL CONTROL No.	_
Claims Agent Noticed: (Name of Outside Agent) Copy to Transferee;	
	Deputy Clerk

Bame Organt Medicine Inc, having a mailing address at 1771 Skyland Blyd E., , Tuscaloose, AL, 35405 ("Assignor"), in consideration of the sum the "Purchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignce"), having an address at 875 Avenue of the Americas, Suite 2305, New York, NY 10001, all of Assignm's right, this and interest in and to the claim of claims of Assignor, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administered Under Case No. 05-44691), in the currently outstanding amount of not less than \$3,024,00, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, cure payments that it may be entitled to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be puid with respect to the Claim and all other claims, causes of action against the Debter, its offiliales, any guaranter or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts awad to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be

Assignor represents and warrants that (Please Check One):

- A Proof of Claim has not been filed in the proceedings. Assigned shall not be responsible for filing any Proof
- A Proof of Claim in the amount of \$3,024 has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assignor shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify hacif as owner of such Proof of Claim on the records of

Assignor further represents and warrants that the amount of the Claim is not less than \$3,024.00 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debter on its schedule of liabilities and any amendments thereto ("Schedule") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, [egul and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignee receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured englitons, the Claim is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has title to the Claim free of any and all liens, security into easy ur endumbrances of any kind or nature whatsoever, and that there are no offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value,

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sail the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assignor shall immediately reimburse to Assignee all amounts paid by Assignee to Assignor, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as liquidated damages suffered by Assignee on account of such other assignment or sale to the other party. Assignor further agrees to pay all costs and attorney ices incorred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assigner acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debter of the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debter and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount tagether with interest at the rate of ion percent (10%) per amount on the amount repaid for the period from the date of this Assignment through the date such repayment to made. Assignor further agrees to reimburse Assignee for all costs, and expenses, including reasonable legal fees and costs, incurred by assigned as a result of such disaflowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assignor is hereby deamed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balance of said Claim at the same powentage of claim paid herein not to exceed twice the Claim amount specified above. Assignee shall remit such payment to Assignor upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Dobtor.

Assignor hereby irrevocably appnints Assignee as its true and lawful attorney and authorizes Assignee to not in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may becenter become, due and payable for or on account of the Claim herein assigned. Assignor greats unto Assignee full authority to do all things accessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the marrition of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy concership of the Claim shall revert back to Assignor,

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than 5 husiness days) deliver to Assignee any such property in the same form received, together with any

If Assignor falls to negotiate the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assignee shall void the distribution check, the amount of each attributable to such check shall be deposited in Assignee's bank account, and Assignor shall be automatically deemed to have walved its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution proposes unless a Proof of Claim has been ruled, in which case the address on the Proof of Claim shall be defined.

The terms of this Assignment of Claim shall be binding upon, and shall insize to the benefit of und be enforceable by Assignor, Assignee and their respective successors and assigns.

Assignor beroby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action mising under or relating to this Assignment of Claim may be brought in any State or Pederal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

### CONSENT AND WAIVER

Upon Assignor's delivery to Assignce of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignce to file a notice of transfer pursuant to Rule 3001 (c) of the Federal Rules of Dankruptcy Procedure ("FRBP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (c) of the FRBP' if, in Assignee's sole and absolute discretion, Assignee determines that due diligence is not satisfactory. In the event Assignee transfers the Claim back to Assigner or withdraws the transfer, at such time both Assigner and Assignee release each other of all and any obligation or liability regarding this Assignment of Claim. Assigner hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives (i) its right to raise my objection hereto, and (ii) its right to raceive notice pursuant to Rule 3001 (c) of the FRBP.

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hand this 30th day of Novernila, 2006.

Bama Urgent Medicine Inc

(Signature)

Print Numer

ame/Title D. G

OWher

Telephone

By: \_\_\_\_\_\_\_ Fredric Glass - Fair Harbor Capital, LLC

Delphi - DRLPNI AUTOMOTIVE SYSTEMS LLC

Amended & Restated

United States Bankruptcy Court Southern		
Name of Doblar	DISTRICT OF _New York	PROOF OF CLAIM
Delphi Automotive Systems LLC  NOTE: This form should not be used to make a claim for an administ of the case. A "request" for payment of an administrative expense may	Case Number 05-44640 rative expense mising after the completion of	The Debtor has listed your claim on Schedule F as a Goneral
of the case. A "request" for payment of an administrative expanse may been of Creditor (The person of other untity to whom the debtor or money or property):  Bann Urgent Modicine Inc.  Name and address where notices should be sent.	wes Check box if you are aware that anyone else has filed approof of claim relating to your claim. Attach	of \$3,624,00. If you agree with this characterization and amount, you do not need in complete and return this form
Bama Urgent Medicine Inc 1771 Skyland Blyd E Tusceloosa AL 35405	copy at statement giving particulars.  Check box if you have never received any notices from the bankruptcy court in this case.  Check box if the address different	If you disagres, please complete and return this forth accordingly.  Master Code: 10396534
Telephone number:	sent to you by the court.	
Account or other number by which creditor identifies delitor:  / 000000 71 7	Check here	THIS SPACE IS FOR COURT USE ONLY
1. Basis for Claim  Goods Sold / Services Performed  Customer Claim  Taxes  Mency Loaned  Personal Injury  Other	☐ Retirco beautits as defined in 11 U.3 ☐ Wages, salaries, and compensation ( Last four digits of SS # ☐ Unpaid compensation for services p	i.C. § 1114(a) fill out below) extormed
	fromtototo	date)
2. Date debt was incurred:  May 16, 2005 Hrv Sept. 20, 2005  4. Total Amount of Chaim at Time Case Filed: \$  (unseque)  Check this box if claim includes interest of edited to priority, also con	3. If court judgment, date obtained:  (Secured)	
interest or additional charges.  5. Secured Claim.	to the principal amount of the cloim. Attach	itemized statement of all
<ul> <li>Check this box if your claim is secured by colleteral (including a right of setoff).</li> </ul>	7. Unsecured Priority Claim.  [2] Check this box if you have on unsecu-	red priority aleim
Bdef Description of Colleteral;  Real Estato	Amount entitled to priority \$ Specify the priority of the chain; Wagon, solution, or commissions (a day's before filing of the brakenpte dobter's business, whichever is see	p to \$10,000),* earned within 180
Amount of accoungs and other charges at time over filed included in secured claim, if any: S	Up to \$2,225* of deposits toward property or services for personal, in § 507(a)(6).	nt plan - 11 U.S.C. § 507(a)(4). purchase, lease, or rental of anily, or household use - 11 U.S.C.
Check this but if it there is no collateral or lies securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is satisfied to priority.	Lieuwer or permines owen to governm Other - Specify applicable paragrap Amount on subject to adjunction of the	manu waw-1; U.S.C. § 307(a)().
Credits: The amount of all payments on this claim has been credited a	180-day limite marks to prome Africa	
Supporting Documents: Attach copies of supporting documents, and evidence of particular of framing accounts, contracts, and evidence of particular of fien. DO NOT SEND ORIGINAL of available, explain. If the documents are voluntinous, etiach a summery.  Date-Stampad Copy: To receive the echagodelesses a field of the contracts.	such as promissory notes, purchase indgments, mortgages, security is DOCUMENTS, if the destinants are	RE SPACE IN FOR COURT USE OHLY
Date-Stamped Copy: To reactive an acknowledgment of the fifting of different cavelage and copy of this proof of claim  de Sign and print the name and title, if any, of the credit this claim (allight copy of power of alternaty if cavel	<u> </u>	ſ
this claim (allight copy of power of altomey, if any):  enalty for promotive, fraudalent algin: Fine of up to \$500,000 or implement		. ]
THE BURNEY FIRE OF US to \$500,000 or immean	Meni far we	E .

_	**************************************	X	
In re; Delphi Automotive	Systems, LLC, et al.	: Chapter i i : Jointly Administered Under Ca	se No. 05-44481
n	Debtor	: Amount \$3,229.94, Claim #91	
		•	
	MOTIOE. TRANSPER OF CI	LAIM PURSUANT TO FRBP RULE 300	<u>I(e) (2)</u>
To: (Transferor)			
	Nelson Equipment Co., Inc	e.	
	Kurt Nelson PO Box 18005		
	Shreveport, LA 71138		
The transfer of your o	claim as shown above, in the amo	nunt of \$3,229.94, has been transferred (unit	ess previously expunged by
	Fair Harbor Capital, LLC		
	875 Avenue of the America	is, Suite 2305	
	New York, NY 10001		
No action is required OF YOUR CLAIM,	if you do not object to the transfe WITHIN 20 DAYS OF THE D	or of your claim. However, IF YOU OBJE OATE OF THIS NOTICE, YOU MUST:	CT TO THE TRANSFER
FILE A WR	RITTEN OBJECTION TO THE	TRANSFED WITH.	
Spec	cial Deputy Clerk	S INVESTIGATION OF THE PARTY OF	
: Unit	led States Bankruptey Court		
	thern District of New York		
One	ander Hamilton Custom House Bowling Green		
	York, New York 10004-1408		
SEND A CO Refer to INTERNAL	PPY OF YOUR OBJECTION T CONTROL No	O THE TRANSFEREE. In your objection.	
If you file an objection TRANSFEREE WIL	n a hearing will be scheduled。IF L BE SUBSTITUTED ON OU	YOUR OBJECTION IS NOT TIMELY R RECORDS AS THE CLAIMANT.	FILED, THE
		Infake C	lerk
FOR CLERKS OFFIC	E USE ONLY:		
This notice was mailed	f to the first named party, by first	class mail, postage prepaid on	, 200
	OL No		
Claims Agent Noticed:	(Name of Outside Agent)		
		<del>-</del>	
		Deputy Clerk	

## <u>ASSIGNMENT OF CLAIM</u>

Nelson Equipment Co., Inc., having a mailing address at P. O. Box 18005, Shreveport, LA, 71138-8005 ("Assignor"), in consideration of the sum of:

the "Purchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignee"), having an address at 875 Avenue or use remarked, Suite 2305, New York, NY 10001, all of Assignor's right, title and interest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptey Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administered Under Case No. 05-44481), in the currently outstanding amount of not less than \$3,229.94, and all rights and benefits of Assignor relating to the Claim including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, entry payments that it may be entitled to receive on account of the assumption of any executory contact or lease related to the Claim and fees, if any, together with voting and other rights and henefits arising from, under or relating to any of the foregoing, and all cash, accurities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be

Assignor represents and warrants that (Please Check One);

- A Proof of Claim has not been filed in the proceedings. Assignee shall not be responsible for filing any Proof of Claim on your behalf.
- A Proof of Claim in the amount of \$3,227.44 has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim terms of this Agreement and shall be entitled to identify itself as owner of that Proof of Claim on the records of the Court.

Assignor further represents and warrants that the amount of the Claim is not less than \$3,229.94 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any amendments thereto ("Schedule") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filling or corporate, partnership or other notion is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and enthority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor. In full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignor receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other nosecured creditors; the Claim is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any flird party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has lifte to the Claim fee of any and all lions, security interests or encumbrances of any kind or nature wholeover, and that there are no offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or self the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or self the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assigner does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assigner shall immediately reimburse to Assigner all amounts paid by Assigner to Assigner, plus an amount equal to an additional "" thirty-(ive percent (35%) of the Claim amount as liquidated damages suffered by Assigner on account of such other assignment or sale to the other patty. Assigner further agrees to pay all costs and atterney fees incurred by Assigner to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be obsolutely determined until entry of a final order confirming a plan of reorganization. Assignor neknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assigner regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assigner represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the safe of the Claim and that it has independently and without relisance on Assignee, and based on such information as Assigner has decined appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to outer into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ton percent (10%) per annum on the amount repaid for the period from the date of this Assignment through the date such repayment is made. Assignor further agrees to reimburse Assignee for all costs, and expenses, including reasonable legal fees and costs, incurred by assignee as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assigner is hereby deemed to sell to Assignee, and, at Assignee's option only. Assignee hereby agrees to purchase, the balance of said Claim at the Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrevocably appoints Assignee as its (rue and lawful attorney and authorizes Assignee to not in Assigner's stond, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignce full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in noture and that Assignor may exercise or decline to exercise such powers at Assigned's sole option. Assigned shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without fundation, the execution of appropriate transfer powers,

Assignor acknowledges that, in the event that the Debtor's bankruptey case is dismissed or converted to a case under Chapter 7 of the Bankruptey Code and Assignce has paid for the Claim, Assignor shall immediately remit to Assignce all monies paid by Assignce in regard to the Claim and

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any litted party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assigner further agrees that any distribution received by Assigner on account of the Claim, whether in the form of cash, securifies, instrument or any other property. shall constitute property of Assignee to which Assignee has an absolute right, and that Assigner will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any

If Assignor fails to regordate the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assignee shall void the distribution check, the amount of cush attributable to such check shall be deposited in Assignce's bank account, and Assignor shall be automatically deemed to have waived its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized

The terms of this Assignment of Claim shall be bludling upon, and shall liners to the benefit of and be enforceable by Assignor, Assignoe and their

Assigner hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal Jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury, CONSENT AND WAIVER

Upon Assignor's delivery to Assigned of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assigned to file a nortice of transfer pursuant to Rule 3001 (c) of the Federal Rules of Bankruptey Procedure ("FRBP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assigner, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assignor pursuant to Rule 3001 (e) of the FROP if, in Assignee's sole and absolute discretion, Assignee determines that due diligence is not satisfactory. In the event Assignee transfers the Claim back to Assigner or withdraws the transfer, at such time both Assigner and Assignee release each other of all and any obligation of liability regarding this Assignment of Claim. Assigner hereby acknowledges and consents to all child forms art forth the Assignment of Claim. Assigner hereby acknowledges and consents to all child forth the Assignment of Claim. of Claim and horsely waives (i) its right to mise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (e) of the FRBP.

IN WITNESS WHEREOF, the undersigned Assigner hereunto sets its hand this \_\_\_\_\_ day of \_ Nelson Equipment Co., Inc. (Signature) Telephone By: Preditic Glass - Fair Harbor Capital, Lt.C

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC

Amended & Restated

United States Bankruptcy Court Southern District of New York	
In re:	
Delphi Automotive Systems, LLC, et al.	: Chapter 11 : Jointly Administered Under Case No. 05-44481
Debtor	: Amount \$1,706.00, Claim # 10481
NOTICE TO ANCED OF STREET	
	IM PURSUANT TO FRBP RULE 3001(e) (2)
To: (Transferor)	
RayConnect, Inc. Gary Allman	
3011 Research Drive	
Rochester Hills, MI 48309	
The transfer of your claim as shown above, in the amount court order) to:	t of \$1,706.00, has been transferred (unless previously expunged by
Fair Harbor Capital, LLC	
875 Avenue of the Americas, 9 New York, NY 1990]	Suite 2305
OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE  FILE A WRITTEN OBJECTION TO THE T Special Deputy Clerk United States Bankruptcy Court Southern District of New York Alexander Hamilton Custom House One Bowling Green New York, New York 10004-1408  SEND A COPY OF YOUR OBJECTION TO Refer to INTERNAL CONTROL No	THE TRANSFEREE.
If you file an objection a hearing will be scheduled. IF YO TRANSFEREE WILL BE SUBSTITUTED ON OUR I	OUR OBJECTION IS NOT TIMELY FILED, THE RECORDS AS THE CLAIMANT.
	Intake Clerk
FOR CLERKS OFFICE USE ONLY:	ass mail, postage prepaid on, 200
INTERNAL CONTROL No	
Claims Agent Noticed: (Name of Outside Agent) Copy to Transferce:	
	Deputy Clerk

Revenuect, Inc., having a mailing address at 3011 Research Dr.,, Rochester Hills, MI, 48309 ("Assignor"), in consideration of the sum of "Putchase Price"), does hereby transfer to FAIR HARROR CAPITAL, LLC, as agent ("Assignee"), having an address at 875 Avenue specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administered Under Case No. 05-44641), to the currently outstanding amount of not less than \$1,706.00, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, cure payments that it may be entitled to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, together with voting and other rights and benefits acising from, under or relating to any of the foregoing, and all cash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be decided an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be

Assigner represents and warrants that (Please Check One):

- A Proof of Claim has not been filed in the proceedings. Assignce shall not be responsible for filing any Proof of Claim on your behalf.
- A Proof of Claim in the amount of \$1,706,00 has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above. Assigner shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that the amount of the Claim is not less than \$1,706.00 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any amendments thereto ("Schedule") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial antisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or emissions that might result in Assignee receiving in respect of the Claim proportionately less payments or less favorable treatment than other unsecured creditors; the Claim is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignot, or by any third party claiming through Assignor, in full or partial sutinfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party. In whole or in part, that Assignor owns and has title to the Claim free of any and all liens, security interests or encumbrances of any kind or nature whatsuever, and that there are no offacts or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assignor shall immediately celmburse to Assignee all amounts paid by Assignee to Assignor, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as liquidated damages suffered by Assignee on account of such other assignment or sale to the other party. Assignor further agrees to pay all costs and attermey fees incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Chira and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Debtor or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assignor has deemed appropriate (Including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is allessibwed, subordinated, objected to or otherwise impaired for any reason whatsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of this Assignment through the date such repayment is made. Assigner further agrees to reimburse Assignee for all costs, and expenses, including reasonable legal fees and costs, incurred by assignee as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased therein, Assignor is hereby deemed to sell to Assignee, and, at Assignee's option only. Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignee shall remit such payment to Assignor upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrevocably appoints Assigned as its true and lawful attorney and authorizes Assigned to not in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for at on account of the Claim herein assigned. Assignor grants unto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature, and that Assignor may exercise or decline to exercise such powers at Assignce's sale option. Assigned shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or destrable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assigned including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents,

Assignor acknowledges that, in the event that the Debter's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignee has paid for the Claim, Assignor shall immediately remit to Assignee all montes paid by Assignee in regard to the Claim and ownership of the Claim shall revert back to Assignor.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim resigned herein and to yote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of each, scentiles, instrument or any other property. shall constitute property of Assignce to which Assignee has an absolute right, and that Assigner will hald such property in trust and will, at its own expense, promptly (but not later than 5 husiness days) deliver to Assignee any such property in the same form reneived, together with any andorsements or incuments nucessary to impafer such property to Assignee.

If Assignor falls to negotiate the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assignee shall void the distribution check, the amount of cash attributable to such check shall be deposited in Assignee's bank account, and Assigner shall be automatically deemed to have waived its Claim. Unless Assignes is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim hus been filed, in which case the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be enforceable by Assignor, Assignee and their respective suggessors and assigns.

Assignor hereby acknowledges that Assignce may at any time reassign the Claim, together with all right, title and interest of Assignce in and to this Assignment of Claim. All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deamed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assigner by such court or courts and agrees that service of process may be upon Assigner by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by juty.

### CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3001 (a) of the Federal Rules of Bankruptcy Procedure ("FREP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (c) of the FRBP iff in Assignee's sole and absolute discretion, Assignee determines that due difference is not antisfactory. In the event Assignee transfers the Claim back to Assigner or withdraws the transfer, at such time both Assigner and Assignee release each other of all and any obligation or liability regarding this Assignment of Claim. Assigner hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives (i) its right to raise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (a) of the FRBP.

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hand this 29th day of 1000 here. here.

Rayconnect, Inc.

Fredric Glass - Fair Herbor Capital, LLC

Accord / Arry Contiller

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC

Amended & Restated

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United States Bankruptcy Court Southern District of New York	
In re;	-X
Delphi Automotive Systems, LLC, et al.	: Chapter 11 : Jointly Administered Under Case No. 05–14481
Debtor	: Amount \$3,600.00, Claim # 9468
NOTICE, TO ANGED OF CO.	
	AIM PURSUANT TO FRBP RULE 3001(c) (2)
To: (Transferor)	4
worksmart (aka Tift Genera Carla Hall	al Hospital DBA Work Smart)
1824 N Lee Ave	
Tifton, GA 31793	
The transfer of your claim as shown above, in the amou court order) to:	mt of \$3,600.00, has been transferred (unless previously expunged
Fair Harbor Capital, LLC	
875 Avenue of the Americas New York, NY 10001	s, Suite 2305
FILE A WRITTEN OBJECTION TO THE  Special Deputy Clerk United States Bankruptcy Court Southern District of New York Alexander Hamilton Custom House One Bowling Green New York, New York 10004-1408  SEND A COPY OF YOUR OBJECTION TO	O THE TO ANSPERE
Refer to INTERNAL CONTROL Noin	t your objection.
f you file an objection a hearing will be scheduled. IF Y FRANSFEREE WILL BE SUBSTITUTED ON OUR	YOUR OBJECTION IS NOT TIMELY FILED, THE RECORDS AS THE CLAIMANT.
	Intake Clerk
ON CHERKS OFFICE OSE ONLY:	
his notice was mailed to the first named party, by first c	plass mail, postage prepaid on, 200,
NTERNAL CONTROL No	,,,,,,
laims Agent Noticed: (Name of Outside Agent)	

No.9686

## ASSIGNMENT OF CLAIM

Tife General Raysital, having a mailing address at the Work Smart, "O Box 747, 1824 N Lee Ave, Tifton, GA, 31793 ("Assigner"), in consideration of the sum of "Furchase Prico"), does hereby transfer to FAIN HARBOR CARTEAL, LLC, as agent ("Assignee"), having an address at 875 Avenue or me Americas, Suite 2305, New York, NY 10001, all of Assignor's right, fitte and interest in and to the claim or claims of Assignor, as more specifically act forth (the "Claim") against DELPHI AUTUMOTIVE SYSTEMS LLC ("Debtor"), Debtir in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court, Southern District of New York (the "Court"), Case No. 95-44640, et al. (Jointly Administered Under Case No. 05-44491), in the currently outstanding amount of not less than \$3,680.00, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, ours payments that it may be entitled to receive on account of the assumption of any executory contract or lease related to the Claim and feas, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debter, its affiliates, any guaranter of other third party, together with verling and other rights and benefits acising from under or relating to any of the foregoing, and all ough, securities, instruments and other properly which may be paid or issued by Dobtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as act forth below and this assignment shall be decreed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Assignor represents and warrants that (Picaso Check One):

A Proof of Claim has not been filed in the proceedings. Assignce shall not be responsible for filing any Proof of Claim on your helial to the best of My Knowledge (DUK)

A Proof of Claim in the amount of \$\_\_\_\_\_ has been duly and timely filed in the Proceedings (and a total copy of such Proof of Claim is attached to this Austroment). If the Proof of Claim amount differe from the Claim autount set forth above, Assignee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be outified to identify Itself as owner of such Proof of Claim on the records of

Assignor further represents and womants that the impaint of the Claim is not less than \$3,600.00 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and my smeadments thereto ("Schodule") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filing or consents, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assigner and Assigner has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement consolutes the valid, legal and hinding agreement of Assignor, suforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignut, or by any third party on behalf of Assignor, in fall or partiel satisfaction of, or in connection with the elaim; Assignor has not cogaged in any acts, conduct or omissions that might result in Assignee receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unescared creditors; the Claim in not adopted to any factoring agreement. Assignor further represents and wagrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Cleim, that Assignor has not previously assigned, sold or pledged the Claim to say third party, in whole or in part, that Assignor owns and has fills to the Claim free of any and all liens, security interests of encumbrances of any kind or nature whatsomer, and that there are no offices or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the

Assigner hereby agrees that in the event that Assigner line assigned er wold or does notion or sell the Claim to my other party or has or does receive my other payment in full pe partial salisfaction of, or in connection with the Claim, or any third party line assigned or sold or does assign or sell the Chilm to any other party or has received or small receive on bohalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee dock not receive the allocated distribution with manager to the Chairn from the Debtor's estate on account of such other usuignment or sale, then the Assignor shall immediately reimbures to Assignee all amounts paid by Assignee to Assigner, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as impridated damages suffered by Assignee on account of such other assignment or sale to the other party. Assigner further agrees to pay all desta and atterney fore incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor solonowledges that, except as set firth in this Assignment, neither Assignee nor any agent or representative of Assignce has much any representation whatsasyer to Assignor regarding the status of the Proceedings, the condition of Debies (financial or otherwise) or my other matter relating to the Proceedings, the Debtor or the Claim. Assigner represents that it has adequate information concerning the business and financial condition of Dobtor and tith sinus of the Protectings to make an informed decision reparding the sale of the Claim and that it has independently and without reliance on Assigned, and based on such information as Assignor has deented appropriate (including information available from the files of the Court in the Proceedings), made

Assigned agrees to make to Athignee immediate proportional auditation and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any repson whatsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule as unliquidated, comingent or disputed, or tisted on the Schedule in a lesser amount that the Claim Atheuni together with interest at the mir of ten percent (10%) per amount on the amount repuld for the period from the date of this Assignment through the date such requirement is made. Assigner further agrees to reimburse Ausignee for ell costs, and expenses, including reasonable legal fees and costs, insurred by assigned as a result of such disultanguage. In the event the Clotm is ultimately allowed in an amount in excess of the amount purchased herein, Assigned is hereby deemed to sell to Assigned, and, at Assigned's option only, Assigned hereby agrees to purchase, the balance of said Claim at the some personings of claim paid herein not in exceed twise the Cluim amount specified above. Assignee shall roust such payment to Assigner upon Assigned's satisfaction that the Claim has been allowed in the higher around and is not subject to any objection by the Debter

Assigner hesely irrevocably appoints Assigned as its mie and lawful attendey and sotherizes Assigned to act in Assigner's stead, to demand, sue for, compromise and recover all such amounts as now are, or may becomes become, due and payable for or on account of the Claim heath against de-Ansigher grants unto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exemite or decine to exercise such powers at Apsigner's sole option. Assigned whall have no obligation to take the nettens to prove or defend the Claim's velidity or satement in the aces powers at resugned agrees to take such faither action, at its own expense, as may be necessary or desirable to office the assignment of the Chaint and any payment of distributions on account of the Claim to Anagree including, without limitation, the execution of appropriate transfer powers,

Assignor acknowledges that, in the event that the Debtor's bankroptey case in dismissed or converted to a case under Chapter 7 of the Bunkroptey Code and Assignee has paid for the Claim, Assigner shall immediately result to Assignee all atomics poid by Assignee in segard to the Claim and

Assignor agrees to forward to Assignoe all notices received from Debtor, the Court or any third party with respect to the Cinin assigned herein and to vote the Claim, and to lake such other action with respect to the Claim in the Proceedings, as assigned may from time to time across Assigned farther agrees that any distribution received by Assigned on account of the Claim, whether in the form of mah, accounting any other property, shall constitute property of Assigned to which Assigned has an obsolute fight, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any

If Assignor fails to negotiate the distribution check issued to Assignor on or before almost (90) days after issuance of such check, then Assigned shall void the distribution shock, the amount of costs and bushels to such check shall be deposited in Assigner's bank account and Assigner shall be uniumatically decared to have weived its Claim. Unless Assigned is informed otherwise, the address indicated on this Assignment of Claim, shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and he enforceable by Assignor, Assignor and their

Assignor hereby acknowledges that Assignes may at any time recently the Clutte, repether with all right, title and inferest of Assigned in and to this Assignment of Claim. All representation and wateraties made herein shall service the exception and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall in deemed to constitute

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action adsing under or religing to this Assignment of Claim may be brought in any State or Federal court located in the State of Nov York, and Assigner controls to and confers personal jurisdiction over Assignor by such courts or courts and agrees that services of process that be upon Assigner by anniling a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assigner waives the right to demand a trial by jury. CONSUNT AND WATVER

By:

Upon Assignor's delivery to Assignee of its executed signal-up page to this Assignment of Chios, Assignor lameby authorizes Assignee to file a notice of Inmoser pursuant to Rule 3001 (e) of the Federal Rules of Bankruphty Propedure ("FRRP"), with respect to the Clath, while Ansignee performs its or united potentiation while and test of the recession content of the transfer of subsequently brancher the Claim. And such a fact option, may withdraw the transfer or subsequently brancher the Claim back to Astrigues pursuant to Rule 3001 (c) of the FRBP if, in Assignce's sole and absolute discretion, Assignce determines that due diligence is not satisfinitory. In the event Assigned transfirs the Claim back to Assignife or withdraws the transfer, at such time both Assigner and Assigner releases each other of all and any obligation or hability regarding this Assignment of Chairs. Assignment hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives (i) its right to raise any objection hereto, and (ii) its right to receive notice pursuant to Raise 3001 (c) of the FREP

IN WITNESS WHEREOF, the findersigned Assignor horeonto sere its band this 15 day of August , 2006.

Produc Glass - Fair Harbor Capital, LLC

Dalphi - DELPHI AUTOMOTIVE SYSTEMS LLC

	-1/11105-444815-16101KRDOC-6834RT Filedt12/29/06	Entered 12/29/06.11:24:54 Main Document PROOF OF CLAIM	
	Name of Debtor	Case Number	
	Delphi Corporation	J. DE disor	
	NOTE: This form should not be used to make a claim for an administrative of the case, 'A "request" for payment of an administrative express may be	re expense wising after the commencement	
	Name of Creditor (The person or other entity to whom the debtor owes		
	inducy or property):	CROOK BOX If you are aware that	
	Worksmart Name and address where notices should be sent:	anyone else has filed a proof of claim relating to your claim. Attach	
ı		COPY OF STATEMENT PLYING	
- 1	Vorksmart 1824 N Lee Ave	particulars.  Check box if you have never	
ı	Tifton GA 31794	received any notices from the	
- 1	,	Dankruptcy court in this case	
J	Telephone number	Check box if the address differs from the address on the envelope	
ŀ	<u> </u>	sent to you by the court	
1	Account or other number by which creditor identifies debtor.	Office Interest	
ŀ		2 Dioviously filed Alaim John J.	
-1	1. Basis for Claim	amends and something the second	
ı	Goods Sold / Services Performed Customer Claim	Retires homefits as defined in a trace of a fine distance of the first distance of	
1	Toxes	Wages splatics and company of the first	
ŀ	. D Money Loaned	past form tidality of SS M.	
Т	☐ Personal Injury ☐ Other	Unpaid compensation for services performed from	
F			
1	2. Date debt was incurred;	3. If court judgment, date obtained:	
┢			
ı	4. Total Amount of Claim at Time Case Filed: \$3,600.00	\$3,600.00	
1	If all or part of your slaim is secured or entitled to priority, also completed the priority, also complete the priority and provided the priority of the characters of the ch	(second)	
1	Check this box if claim includes interest or other charges in addition to interest or additional charges.	the principal amount of the claim. Attach iterated detection	
- 5	Secured Claim.		
	☐ Check this box if your claim is secured by colleteral (including a right of setoff).	7. Unsecured Priority Claim.  □ Check this box if you have an ansecured priority claim	
1	Erlaf Description of Collateral:	Amount entitled to priority g	
1	☐ Real Estate ☐ Motor Vehicle ☐ Other ☐	Specify the priority of the claim:	
l		Wages, in an experience of the bankruphcy petition or severation of the delibert is earlier.	
l	Value of Collateral: %	Contributions to an employee hopeft plan. 11 the C a see.	
[	Amount of armsunge and other charges a <u>t time case filed</u> included in	Up to \$2,225* of deposits toward purchase, lease, or rental of property or survices for necessary family.	
ı	sconred claim, if any: 3	§ 507(a)(6).	
, б	Unsecured Nonpriority Claim s. 3,600.00	Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 207(a)(7).	
ľX	Check this has it as at	Taxes or penalties owed to governmental male taxes a	
	Theck this box if: a) there is no collateral or lien requiring your claim exceeds the value of the property securing it, or if a) none or only part of your claim is continued to the property securing it, or		
L	if a) none or only part of your claim is entitled to priority.	respect to cases commenced an average average 3 years thereafter with	
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making  The Spray me date of adjunction \$10,000 and the proof of claim.			
9.	Supporting Documents: Attach capies of supporting documents, suc		
orders, involves, itemized statements of ruming accounts, controls, court judgments, mortgages, security			
П	it available, explain. If the documents are voluminous of the control of	OCCUMENTS, If the dominisms are	
10,	Date-Stamped Copy: To receive an additional and additional additional and additional addi		
Dat	Date-Stamped Copy: To receive an acknowledgment of the filing of your converse and copy of this proof of claim	our claim, enclose a stamped, self-	
	Sign and print the name and title if you at the second	or other operations are all the	
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<u></u> Р	endry for conserving tradition. Hall / Carla Hall	11/ Director of Occ. Med. "	
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United States Bankruptcy Court Southern District of New York	w.	
In re; Delphi Automotive Systems, LLC, et al.	x : Chapter II : Jointly Administered Under Cas	ac No. 05-44481
Debtor .	: Amount \$3,124.57, Claim #314	4
NOTICE: TRANSFER OF CL	AIM PURSUANT TO FRBP RULE 300	1(e) (2)
To: (Transferor)		
Inframat Corp		
D Reisner		
74 Batterson Park Road		
Farmington, CT 06032		
The transfer of your claim as shown above, in the amou court order) to:	mt of \$3,124.57, has been transferred (unl	ess previously expunged by
Fair Harbor Capital, LLC		
875 Avenue of the Americas	s, Suite 2305	
New York, NY 10001		
No action is required if you do not object to the transfe OF YOUR CLAIM, WITHIN 20 DAYS OF THE D.	r of your claim. However, IF YOU OBJE ATE OF THIS NOTICE, YOU MUST:	CT TO THE TRANSFER
FILE A WRITTEN OBJECTION TO THE	TRANSFER WITH:	
Special Deputy Clerk		
United States Bankruptcy Court		
Southern District of New York		
Alexander Hamilton Custom House One Bowling Green		
New York, New York 10004-1408		
SEND A COPY OF YOUR OBJECTION T Refer to INTERNAL CONTROL No i	O THE TRANSFEREE. n your objection.	
If you file an objection a hearing will be scheduled. IF TRANSFEREE WILL BE SUBSTITUTED ON OUI	YOUR OBJECTION IS NOT TIMELAR RECORDS AS THE CLAIMANT.	/ FILED, THE
	Intake	
FOR CLERKS OFFICE USE ONLY: This notice was mailed to the first named party, by first		
INTERNAL CONTROL No.	•	
Claims Agent Noticed: (Name of Outside Agent) Copy to Transferee:		
	Deputy Clerk	

Inframat Corp, baving a malling address at 74 Batterson Park Rd<sub>0</sub>, Farmington, CT, 6032 ("Assignor"), in consideration of the sum of ... (the "Purchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignor"), having an address at 875 Avenue of the Americus, Suite 2005, New York, NY 10001, all of Assignor's right, (title and interest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against DELPHH AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankrupicy Court, Samthern District of New York (the "Court"). Case No. 05-446dh, or al. (Jointly Administred Under Come No. 05-446dh, or al. (Jointly Administred Under Come No. 05-446dh, or al. (Jointly Administred Under Come No. 05-446dh, or al. (Jointly Administred Under Chaim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penaltics, cure payments that it with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, scourities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on paraounts owed to Assignor by Debtor as not forth below and this security interest.

Assignor represents and warrants that (Please Check One):

A Proof of Claim has not been filed in the proceedings. Assignce shall not be responsible for filing any Proof of Claim on your behalf.

A Proof of Claim in the amount of \$\frac{912}{5}\$ has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount out forth above, Assignce shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of

Assignor further represents and warrants that the amount of the Claim is not less than \$3,124.57 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of ilabilities and any amendments thereto ("Schedule") as such; the Claim is a valid, enforceable olaim against the Debtor; no consent, approval, liting or corporate, partnership or other nation is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignor receiving in respect of the Claim proportionately less nayments or distributions or less favorable treatment than other unsecured creditors; the Claim is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party oluming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim to any other party or has received or shall receive on hehalf of Assignor, payment in field or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assigner shall immediately-reimburge to Assignee all amounts paid by Assignee to Assignor, plus as amount equal to an additional—party. Assigner further agrees to pay all costs and ottorney fees incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assigner regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter estating to the Proceedings, the Debtor or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assigner has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disaflowed, subordinated, objected to or otherwise impoired for any reason whatsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of this Assignment through the date or percent of such disaflowance. In the event the Claim is utilimately allowed in an amount in excess of the amount purchased herein, same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignce shall remit such payment to Assignor upon Assignce's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrovocably appoints Assignee as its true and lawful attorney and authorized Assignor to not in Assignur's stead, to demand, site for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignce full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignor may exercise or decline to exercise such powers at Assignce's sole option. Assignce shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim. and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents,

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignce has paid for the Claim, Assignor shall immediately remit to Assignce all montes paid by Assignce in regard to the Claim and ownership of the Claim shall revert back to Assignor,

Assignor agrees to forward to Assignee all notices received from Debter, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, separities, instrument or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignce.

if Assignor fulls to negotiate the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assignee shall void the distribution check, the amount of cash attributable to such check shall be deposited in Assignee's bank account, and Assigner shall be automatically deamed to have waived its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized for such.

The ferms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be enforceable by Assignme, Assignme and their respective successors and assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representation and warrantles made betwin shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action existing under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address sot forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury,

## CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signoture page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3007 (c) of the Federal Rules of Bankruptov Procedure ("FRBP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignce, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assignor pursuant to Rule 3001 (e) of the FRBP if, in Assignee's sole and absolute discretion. Assignee determines that due diligunge is not satisfactory. In the event Assignce transfers the Claim back to Assignor or withdraws the transfer, at such time both Assignor and Assignee release ench other of all and any abligation or Hability regarding this Assignment of Chain. Assignor hereby acknowledges and consents to all of the terms set forth by this Assignment of Claim and hereby walves (i) its right to raise any objection hereto, and (ii) he right to receive notice pursuant to Rule 2001 (c) of the FRISP.

Telephone

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hand this

Inframat Cor

(Signature)

Fredric Glass - Fair Harbor Capital, LLC

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC Amended & Restated